

December 7, 2004  
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OF THE COURT, BUT IS INTENDED SOLELY  
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IN THE SUPREME COURT OF THE STATE OF IDAHO

Docket No. 30119

SHIRLEY HUYETT and ERNIE  
HUYETT,

Plaintiffs-Appellants,

v.

IDAHO STATE UNIVERSITY,  
IDAHO STATE BOARD OF  
EDUCATION, and HOWARD  
GAUTHIER, acting in his official  
capacity,

Defendants-Respondents.

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) Idaho Falls, September 2004 Term  
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) 2004 Opinion No. 128  
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) Filed: December 7, 2004  
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) Frederick C. Lyon, Clerk  
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Appeal from the District Court of the Sixth Judicial District of the State of  
Idaho, Bannock County. Hon. N. Randy Smith, District Judge.

The decision of the district court granting summary judgment is affirmed.

Steven V. Richert, Pocatello, for appellant.

Racine, Olsen, Nye, Budge & Bailey, Chtd., Pocatello, for respondents.  
David E. Alexander argued.

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In an opinion released today, the Idaho Supreme Court affirmed the decision of  
Sixth Judicial District Court Judge, Randy Smith granting summary judgment against a  
former Idaho State University basketball coach, Shirley Huyett on claims she made  
against Idaho State University (ISU).

Huyett was hired as the ISU head women's basketball coach in June of 2001 for a  
one-year term. Huyett and ISU began negotiations for a multi-year employment contract,  
and a three-year draft employment agreement was presented to Huyett. However, prior  
to signing the draft Huyett was notified that the draft contract was rescinded and that no  
future drafts would be offered. On February 4, 2002, she was placed on administrative  
leave without remark and her duties were re-assigned to other personnel at ISU. Huyett  
was never taken off administrative leave during the remainder of her one-year contract.  
Her benefits and salary were paid in full. She filed suit against the university alleging,

among other things, breach of an express or implied contract for multi-year employment and violation of due process rights. The district court granted ISU's motion for summary judgment.

The Idaho Supreme Court affirmed the district court's ruling that the no multi-year agreement was executed between the parties, ISU did not breach an implied covenant of good faith and fair dealing, Huyett did not have a constitutional property interest associated with employment, ISU did not breach Huyett's constitutional liberty interest associated with employment, and any defect in Huyett's notice of non-renewal of her one-year agreement was cured.

ISU was further granted attorney fees pursuant to I.C. § 12-120(3).